## **User Agreement**

## 1. Introduction

This User Agreement, the Mobile Application Terms of Use, and all policies and additional terms posted on and in our sites, applications, tools, and services (collectively "Services") set out the terms on which eBay offers you access to and use of our Services. You can find an overview of our policies here. The Mobile Application Terms of Use, all policies, and additional terms posted on and in our Services are incorporated into this User Agreement. You agree to comply with all terms of this User Agreement when accessing or using our Services.

The entity you are contracting with is: eBay Inc., 2025 Hamilton Ave., San Jose, CA 95125, if you reside in the United States; eBay (UK) Limited, 1 More London Place, London, SE1 2AF, United Kingdom, if you reside in the United Kingdom; eBay GmbH, Albert-Einstein-Ring 2-6, 14532 Kleinmachnow, Germany, if you reside in the European Union; eBay Canada Limited, 240 Richmond Street West, 2nd Floor Suite 02-100, Toronto, ON, M5V 1V6, Canada, if you reside in Canada; eBay Singapore Services Private Limited, 1 Raffles Quay, #18-00, Singapore 048583, if you reside in India; and eBay Marketplaces GmbH, Helvetiastrasse 15/17, CH-3005, Bern, Switzerland, if you reside in any other country. In this User Agreement, these entities are individually and collectively referred to as "eBay," "we," or "us."

If you reside in India and you register for our Services, you further agree to the eBay.in User Agreement.

Read this User Agreement carefully as it contains provisions that govern how claims you and we have against each other are resolved (see "Disclaimer of Warranties; Limitation of Liability" and "Legal Disputes" provisions below). It also contains an Agreement to Arbitrate which will, with limited exception, require you to submit claims you have against us or related third parties to binding and final arbitration, unless you opt out of the Agreement to Arbitrate in accordance with section 19.B.9 (see Legal Disputes, Section B ("Agreement to Arbitrate")). If you do not opt out: (1) you will only be permitted to pursue claims against us or related third parties on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis; and (3) you are waiving your right to pursue disputes or claims and seek relief in a court of law and to have a jury trial.

## 2. About eBay

eBay is a marketplace that allows users to offer, sell, and buy goods and services in various geographic locations using a variety of pricing formats. eBay is not a party to contracts for sale between third-party sellers and buyers, nor is eBay a traditional auctioneer.

Any guidance eBay provides as part of our Services, such as pricing, shipping, listing, and sourcing is solely informational and you may decide to follow it or not. We may use artificial intelligence or Alpowered tools and products to provide and improve our Services, to offer you a customized and personalized experience, to provide you with enhanced customer service, and to support fraud detection; availability and accuracy of these tools are not guaranteed. We may help facilitate the resolution of disputes between buyers and sellers through various programs. Unless otherwise expressly provided, eBay has no control over and does not guarantee: the existence, quality, safety, or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers